

**GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE****LEASE AMENDMENT**

LEASE AMENDMENT No. 15

TO LEASE NO. GS-11B-02205

## ADDRESS OF PREMISES

633 Indiana Avenue, NW  
Washington, DC 20004-2908

PDN Number: N/A | PROJECT NUMBER: 9DC2841

**THIS AMENDMENT** is made and entered into between **INDIANA ASSOCIATES, LP**whose address is: c/o Zuckerman Gravely Development, Inc.  
Two Wisconsin Circle, Suite 1050  
Chevy Chase, MD 20815hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:**WHEREAS**, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

1. **Premises.** The Government shall continue to lease and have the use of the currently leased Premises consisting of 151,300 BOMA Rentable Square Feet (BRSF), yielding 127,026 BOMA Office Area Square Feet (BOASF), of office and related space in the building located at 633 Indiana Avenue, NW, Washington, DC 20004-2908 (the "Building") during the extended firm term of the Lease as provided in Paragraph 2 below.
2. **Extension Term.** The term of the Lease is hereby extended for a period of seventy-two (72) months (the "Extension Term"), commencing October 1, 2020 (the "Extension Term

This Lease Amendment contains 11 pages.

All other terms and conditions of the lease shall remain in force and effect.  
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.**FOR THE LESSOR:**

DocuSigned by:

(b) (6)

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Name: CHARLES A. GRAVELY

Title: Vice President

Entity: Indiana Associates, L.P.

2/28/2023

Date: \_\_\_\_\_

**FOR THE GOVERNMENT:**

DocuSigned by:

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Name: TAMIM CHOWDHURY

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service  
5/31/2023

Date: \_\_\_\_\_

**WITNESSED FOR THE LESSOR BY:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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Commencement Date”) and ending September 30, 2026 (the “Expiration Date”).

3. **Annual Rent.** Effective October 1, 2020, the Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	ANNUAL RENT
SHELL RENT	\$6,073,830.39
OPERATING COSTS	(b) (4)
TENANT IMPROVEMENTS RENT	(b) (4)
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC)	(b) (4)
PARKING	(b) (4)
<b>TOTAL ANNUAL RENT</b>	<b>\$7,565,000.00</b>

The annual rent for the Extension Term includes all rights, services, repairs, alterations, improvements, and utilities currently provided under the Lease, with the exception of any services currently being paid via lump sum payment to the Lessor which will continue to be paid separately from the annual rent by the Government to the extent the Government elects to continue such services during the Extension Term. The rent does not include the cost of utilities (electric, water, sewage and natural gas consumed within the leased premises) which shall continue to be paid by the Government directly to the applicable utility provider.

4. **Condition of Premises.** The Government agrees to accept the Leased Premises as “existing”, subject to the Lessor’s representation as of the date hereof that such items are in good repair and provide a tenantable condition. The intent of this qualification is to recognize that the Government finds such items or conditions to be at least minimally acceptable with regard to the Government’s occupancy of the space. Nonetheless, such items or conditions are to be “in good repair and tenantable condition” as of the date of this Lease Amendment. The acceptance of the Premises “as-existing” shall not relieve the Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the Lease, which shall be performed in accordance with the standards set forth in the Lease. Lessor is under no obligation to provide the Government any Tenant Improvement Allowance in connection with the Extension Term.
5. **Operating Costs.** Effective October 1, 2020, the base for operating cost adjustments during the Extension Term shall be reestablished as (b) (4) and the base year for operating costs shall be reset to the period from October 1, 2020, through September 30, 2021. Included in the operating cost base is (b) (4) for specialized cleaning services for the 1st Floor space. This newly established operating costs base shall be subject to annual adjustments, pursuant to Paragraph 4.3 of the SFO, commencing on October 1, 2021 and continuing throughout the remainder of the Extension Term.

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6. **Real Estate Taxes.** Effective October 1, 2020, the base for real estate tax adjustments pursuant to SFO Paragraph 4.2 is hereby reset to the real estate taxes assessed and paid for District of Columbia Tax Year 2022 (i.e., October 1, 2021 to September 30, 2022). Accordingly, neither party shall be entitled to a real estate tax adjustment with respect to real estate taxes due and paid for the period from October 1, 2020 through September 30, 2022, and the next real estate tax adjustment due shall be for Tax Year 2023 (i.e., October 1, 2022- September 30, 2023). Thereafter, annual real estate tax adjustments shall continue throughout the remainder of the Extension Term pursuant to Paragraph 4.2 of the SFO as amended hereby.

7. **Commission and Commission Credit.** Savills, Inc. (Broker) is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Broker have agreed to a cooperating lease commission of (b) (4) of the difference between the lease value and the holdover rent paid for the period from October 1, 2020 through December 14, 2022 plus (b) (4) of the lease value for the period from December 15, 2022 through September 30, 2026. The total amount of the Commission is agreed to be (b) (4) and shall be deemed earned upon execution of this Lease Amendment. Only (b) (4) of the Commission will be payable to Broker with the remaining (b) (4) (the "Commission Credit") to be credited to the shell rent portion of the annual rental payments due and owing beginning as of the first full month of the Extension Term. The portion of the Commission payable to Broker shall be paid in its entirety upon complete execution of this Lease Amendment. The shell portion of the rental payments due and owing for the month of October 2020 shall be reduced to fully recapture the Commission Credit as indicated in this schedule for adjusted Monthly Rent:

October 2020 Rental Payment of **\$630,416.67** minus the Commission Credit of (b) (4) equals (b) (4) adjusted rent for October 2020.

8. Lessor agrees to all terms in the attached exhibits:
- "Exhibit A" – FAR Clause 52.204-25 "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment";
  - "Exhibit B" – GSAR Clause 552.270-34 "Access Limitations for High-Security Leased Space".
  - "Exhibit C" - Foreign Ownership and Financing Representation Form for High-Security Leased Space- GSAR Clause 552.270-33.
  - "Exhibit D" – Addendum to GSA Form 3518B, General Clauses - No Federally Elected Officials to Benefit.

This document will not constitute a payment obligation until the date of execution by the Government. As a result, even though payment may be made retroactively, no rental payments are due under this agreement until (30) days after the date of execution.

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## EXHIBIT A

**52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)**

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

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(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any

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equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

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**EXHIBIT B**

**GSAR Clause 552.270-34 "Access Limitations for High-Security Leased Space"**

**ACCESS LIMITATIONS FOR HIGH-SECURITY LEASED SPACE (JUN 2021)**

(a) The Lessor, including representatives of the Lessor's property management company responsible for operation and maintenance of the leased space, shall not—

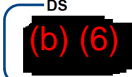

(1) Maintain access to the leased space; or

(2) Have access to the leased space without prior approval of the authorized Government representative.

(b) Access to the leased space or any property or information located within that Space will only be granted by the Government upon determining that such access is consistent with the Government's mission and responsibilities.

(c) Written procedures governing access to the leased space in the event of emergencies shall be documented as part of the Government's Occupant Emergency Plan, to be signed by both the Government and the Lessor.

(End of clause)

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**EXHIBIT C****552.270-33 Foreign Ownership and Financing Representation for High-Security Leased Space.****FOREIGN OWNERSHIP AND FINANCING REPRESENTATION FOR HIGH-SECURITY LEASED SPACE (JUN 2021)**

(a) *Definitions.* As used in this clause—

*Financing* means the process of raising or providing funds through debt or equity for purposes of meeting the requirements of the Lease, including, but not limited to, acquisition, maintenance, and construction of, or improvements to, the Property.

*Foreign entity* means a:

(i) Corporation, company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group that is headquartered or organized under the laws of a country that is not the United States or a state, local government, tribe, or territory within the United States; or

(ii) Government or governmental instrumentality that is not the United States Government.

*Foreign person* means an individual who is not:

(i) A United States citizen; or

(ii) An alien lawfully admitted for permanent residence in the United States.

*Highest-level owner* means the entity that owns or controls an immediate owner of the offeror or Lessor, or that owns or controls one or more entities that control an immediate owner of the offeror or Lessor. No entity owns or exercises control of the highest-level owner.

*Immediate owner* means an entity, other than the offeror or Lessor, that has direct control of the offeror or Lessor. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

*Unique entity identifier* means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b) *Timing.* The Offeror or Lessor shall complete this representation when submitting a proposal. If the Offeror is the successful awardee, the Offeror (now Lessor) shall review, update, and provide this representation on an annual basis, reflecting all changes to immediate owner, highest-level owner and financing during the preceding 1-year period, starting one year from the Lease Term Effective Date through final payment of any contract. If the Lessor intends to transfer the lease to a successor in interest under the circumstances set forth in FAR 42.1204, the Lessor shall submit this representation to the Lease Contracting Officer with any request to novate the lease. The Offeror or Lessor is responsible for the currency, accuracy and completeness of the data disclosed, and for any liability resulting from the Government's reliance on inaccurate or incomplete data.

(c) *Immediate owner.*

(1) The Offeror or Lessor represents that it ☐ does or ☒ does not have an immediate owner.

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(2) If the Offeror or Lessor indicates "does" in paragraph (c)(1) of this clause, then enter the following information for the immediate owner. If the offeror or Lessor has more than one immediate owner (e.g., joint venture), then the offeror or Lessor shall provide the information for each entity.

Legal name	
(do not use a "doing business as" name)	
Unique entity identifier	
(if available)	

(3) If the Offeror or Lessor indicates "does" in paragraph (c)(1) of this clause, then complete this additional representation: Is the immediate owner a foreign entity?: ☐ Yes or ☐ No.

(4) If the Offeror or Lessor indicates "does" in paragraph (c)(1) of this clause, then complete this additional representation: Is the immediate owner a foreign person?: ☐ Yes or ☐ No.

(5) If the Offeror or Lessor indicates "Yes" in either paragraph (c)(3) or (4) of this clause, indicating that there is foreign ownership (as a foreign entity or foreign person), then enter the following information for the foreign owner (respond for each as applicable).

Physical address	
Country	

(d) *Highest-level owner.*

(1) The Offeror or Lessor represents that the immediate owner, if any, ☐ is or X is not owned or controlled by another entity?

(2) If the Offeror or Lessor indicates "is" in paragraph (d)(1) of this clause, indicating that the immediate owner is owned or controlled by another entity, then enter the following information for the highest-level owner.

Legal name	
(do not use a "doing business as" name)	
Unique entity identifier	
(if available)	

(3) If the Offeror or Lessor indicates "is" in paragraph (d)(1) of this clause, then complete this additional representation: Is the highest-level owner a foreign entity?: ☐ Yes or ☐ No.

(4) If the Offeror or Lessor indicates "is" in paragraph (d)(1) of this clause, then complete this additional representation: Is the highest-level owner a foreign person?: ☐ Yes or ☐ No.

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(5) If the Offeror or Lessor indicates "Yes" in either paragraph (d)(3) or (4) of this clause, indicating that there is foreign ownership (as a foreign entity or foreign person), then enter the following information for the foreign owner (respond for each as applicable).

Physical address	
Country	

(e) *Financing entity.*

(1) The Offeror or Lessor represents that the financing ☐ does or X does not involve a foreign entity?

(2) The Offeror or Lessor represents that the financing ☐ does or X does not involve a foreign person?

(3) If the Offeror or Lessor indicates "does" in either paragraph (e)(1) or (2) of this clause, indicating foreign financing (as a foreign entity or foreign person), then enter the following information for the foreign financing (respond for each as applicable).

Legal name	
(do not use a "doing business as" name)	

Unique entity identifier	
(if available)	
Physical address	
Country	

<b>OFFEROR OR LESSOR NAME AND SIGNATURE</b>	Charles A. Gravely	2/28/2023
	NAME	
	DocuSigned by: (b) (6)	
	SIGNATURE	DATE

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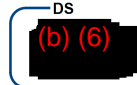

**EXHIBIT D**

**Addendum to GSA Form 3517B, General Clauses**

**No Federally Elected Officials to Benefit**

- (a) No person holding a Federally elected office may directly or indirectly, regardless of whether such person took office before or after execution of the Lease, participate in or benefit from the Lease or any part thereof.
- (b) The foregoing prohibition shall not apply if the Lease is entered into with a publicly held corporation or publicly-held entity for the general benefit of such corporation or entity.
- (c) Any violation of this clause shall render the Lease void, and the Government shall have no obligation to the Lessor in consequence thereof following the date the Lease is deemed void.
- (d) In the event the Lease is voided pursuant to this clause, the Lessor shall be and remain liable to the Government for any and all costs associated with relocating and housing Government occupants from the leased premises to replacement premises. Such costs shall include, but not be limited to:
1. moving and other physical relocation costs,
  2. furniture, fixtures and equipment costs related to occupancy of replacement premises,
  3. replication of tenant build-out costs at replacement premises,
  4. excess rental costs at replacement premises for the remainder of the firm term of the terminated Lease, and
  5. all other direct and consequential damages and costs associated with the Government relocating occupants from the leased premises to replacement premises, whether Federally-owned or leased.
- (e) Nothing in this clause shall be deemed or interpreted to waive, modify, alter or limit any provision of existing law, including 41 U.S.C. § 6306 and 18 U.S.C. §§ 431-433.
- (f) Lessor's obligation to be and remain liable for the costs and damages specified in this clause shall survive any voiding of the Lease pursuant to this clause or any provision of existing law.

(End of clause)

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## **ESIGN DISCLOSURES AND CONSENT**

It is required by law to provide you with certain disclosures and information about the products, services or accounts you may receive or access in connection with your relationship with us ('Required Information'). With your consent, we can deliver Required Information to you by a) displaying or delivering the Required Information electronically; and b) requesting that you print or download the Required Information and retain it for your records.

This notice contains important information that you are entitled to receive before you consent to electronic delivery of Required Information. Your consent also permits the general use of electronic records and electronic signatures in connection with the Required Information.

In accordance with the Electronic Signatures in Global and National Commerce Act (E-Sign Act), I recognize that my eSignature (Electronic or Digital Signature) shall be given the same legal status as a signature made with a pen. I further recognize that the eSignature may not be denied legal effect, validity, or enforceability solely because it is in electronic form. I hereby consent to the use of eSignature.

After you have read this information, if you agree to receive Required Information from us electronically, and if you agree to the general use of electronic records and electronic signatures in connection with our relationship, please click the 'I ACCEPT' button below.

### **Statement of electronic disclosures:**

You may request to receive Required Information on paper, but if you do not consent to electronic delivery of Required Information, we cannot proceed with the acceptance and processing to create a relationship with you in connection to the products, services or account.

If you consent to electronic delivery of Required Information, you may withdraw that consent at any time. However, if you withdraw your consent we will not be able to continue processing to create a relationship with you in connection to the products, services or account.

If you consent to electronic disclosures, that consent applies to all Required Information we give you or receive from you in connection with our relationship and the associated notices, disclosures, and other documents.

You agree to print out or download Required Information when we advise you to do so and keep it for your records. If you are unable to print or download any Required Information, you may call us and request paper copies. If you need to update your e-mail address or other contact information with us, you may do so by calling us and requesting the necessary updates.

If you wish to withdraw your consent to electronic disclosures, you may do so by calling us and requesting withdrawal of consent. After consenting to receive and deliver Required Information electronically, you may request a paper copy of the Required Information by calling us.

If you do not have the required software and/or hardware, or if you do not wish to use electronic records and signatures for any other reason, you can request paper copies of the Required Information to be sent to you by calling us.

Your consent does not mean that we must provide the Required Information electronically. We may to, at our option, deliver Required Information on paper. We may also require that certain communications from you be delivered to us on paper at a specified address.

**I have read the information about the use of electronic records, disclosures, notices, and e-mail, and consent to the use of electronic records for the delivery of Required Information in connection with our relationship. I have been able to view this information using my computer and software. I have an account with an internet service provider, and I am able to send e-mail and receive e-mail with hyperlinks to websites and attached files. I also consent to the use of electronic records and electronic signatures in place of written documents and handwritten signatures.**